

JANUARY 31, 2005

~~JANUARY 31, 2004~~

CONTRACT PERIOD THROUGH ~~JANUARY 31, 2003~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC TIME COLLECTION SOFTWARE (NIGP 208-10)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JANUARY 5, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Ken Medlin, MCDOT
Jim Baker, MCDOT
Mark Modin, MCDOT
Sharon Tohtsoni, Materials Management

ELECTRONIC TIME COLLECTION SOFTWARE

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. The Maricopa County Department of Transportation (MCDOT) requires the installation of a commercial “off the shelf” electronic time collection software system which is compatible with COUNTY software and hardware systems, that reduces costs and improves information available to management. Custom solutions are not desired.

2.0 SCOPE OF WORK:

The Maricopa County Department of Transportation (**COUNTY**) desires to implement an electronic time collection software system.

Time collection is required for administrative staff, professionals and field crews. A two tiered system currently is used. Work orders and charge codes are used with each work order having up to 60 charge codes. A pay period is two weeks. Employees can charge time to multiple projects and charge codes daily. Reporting is by individuals and crews with one person entering the time charges for the entire crew. Multiple schedules are used including part-time, 8 hours per day, 10 hours per day and flexible 9-80 workweeks.

One of the major budget items is the Transportation Improvement Program (TIP) which represents approximately 50% percent of the annual budget and is the primary work effort for approximately 120 employees and consultants. Annual expenditures are \$40 to \$60 million. The project scheduling software used is Primavera 2.0 but we are testing and anticipate using version P3E. It handles approximately 100 projects consisting of over 6,000 activities. The 100 projects are handled within Primavera as subprojects of one project (MDOT) for consolidation of resource requirements and reporting. Timekeeping information needs to be collected at the subproject activity level. There are approximately 60 –70 activities per subproject, which span a five to seven year timeframe. At any one time an individual may charge to one or more activities in a given subproject, or, charge to one activity in several subprojects. Additional project data is maintained in several Excel 97 workbooks and Access 97 databases.

Financial information resides on a Microsoft platform using the Great Plains (version 2.2) financial software package. This is a separate system that provides project and job cost information. Information on project status resides in part on each of these systems. It is cumbersome to prepare comprehensive project reports and make it available to both management and project teams.

The Maricopa County Department of Transportation uses Microsoft client server enabled platforms and products. The current system environment consists of an Ethernet 10-BaseT backbone and MS NT servers. The databases are MS SQL Server and all desktop operation systems use MS NT (approximately 400 computer units). The standard office automation software is MS Office 97 and Office 98. All information technology is supported by the ITC division; this includes network services, business and workflow analysis, custom applications development, and geographic information systems analysis and custom cartography.

The electronic timekeeping system must be able to intelligently interface with the current version of Primavera P3E, and function within the Microsoft environment described above.

3.0 **TECHNICAL SPECIFICATIONS:**

The **CONSULTANT** shall provide a turnkey installation that meets the following:

3.1 System Requirements

- 3.1.1 Allows for input of employee time by individual or crew on a variety of schedules to include daily, weekly and once per pay-period. Security restrictions that limit who can view or edit other employee information.
- 3.1.2 Front end editing for number of hours, proper job number, and leave accruals, cost codes and other information which minimizes input errors.
- 3.1.3 Ability to process both positive and exception time.
- 3.1.4 Ability to restrict changes that employees can make once time is electronically submitted.
- 3.1.5 Supervisor electronic approval signatures on electronic timesheets can be made daily, weekly or at the end of the pay-period.
- 3.1.6 Parameter driven functionality that doesn't require professional programming.
- 3.1.7 Updating of accrual rates and the reporting of all accrual rate changes every 2 weeks.
- 3.1.8 Automatic flagging of Payroll at end of pay period anytime OT is worked by a non-exempt employee on a 9-80 schedule.
- 3.1.9 Tracks employee accruals for personal leave, FMLA leave and other earned leave.
- 3.1.10 At a minimum, have 5 organizational reporting levels and variable work order and charge code length.
- 3.1.11 Is Year 2000 compliant.
- 3.1.12 Has the ability to filter and edit data such as employee ID number, employee schedule, FLSA exempt/non-exempt status, overtime eligibility, hire date, employment date and pay codes.
- 3.1.13 Able to track employee time at the project and sub-project activity level for both hours and dollars.
- 3.1.14 Changes to employee profiles and supervisor edits to employee timesheets are easy and quickly done.
- 3.1.15 Uses hierarchical filters that limit charge codes viewed by an employee.
- 3.1.16 Able to input data at the sub-project activity level into Primavera P3E
- 3.1.17 Supports a 550 employee organization
- 3.1.18 Have an employee identification # that can be used other than Social Security Number.
- 3.1.19 Has historical data tables and ability to archive.
- 3.1.20 Is a secure system that prevents unauthorized users from accessing sensitive information.
- 3.1.21 Provides selectable output and has a standard report writer capability including the ability for managers to create and run custom reports from their desktops on archived timesheet data such as employee attendance history and subproject activity level reporting.
- 3.1.22 Ability for managers to perform an employee information query.

3.1.23 Has a standard set of existing reports such as absences, total hours by employee, total hours by organizational unit, payroll registers, etc.

3.1.24 User manual required. On line help desired.

3.2 Technical Requirements

3.2.1 Seamless integration with various databases and operating systems including Microsoft SQL RDBMS, have comprehensive navigation, and Web-interface.

3.2.2 Has demonstrated widespread use in a variety of organizations.

3.2.3 Must support Web interface, web browsers for application and reports/query functions for telecommuting employees.

3.2.4 Modular in design so additional modules can be added at a later date if desired.

3.3 Support Requirements

3.3.1 Local support in the Greater Phoenix Metropolitan area must be available on a

3.3.2 24 hours a day/ 7days a week basis with a four hour on site response.

3.4 TASK 1 ASSESSMENT

3.4.1 The **CONSULTANT** shall conduct a need assessment and determine the appropriate data collection devices for both office, remote locations and field input.

3.5 TASK 2 INSTALLATION

3.5.1 The **CONSULTANT** shall install, test and implement the system through final acceptance of a live system that is ready to operate.

3.6 TASK 3 TRAINING

3.6.1 The **CONSULTANT** shall develop an employee-training program with manuals

3.7 TASK 4 MAINTENANCE

3.7.1 The **CONSULTANT** shall provide on-going maintenance agreements including software updates for a period of five years that shall be renewable on a yearly basis at the **COUNTY's** option.

4.0 **SPECIAL TERMS & CONDITIONS:**

4.1 **TERMS AND PAYMENT:**

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax. Payment will be made only upon successful completion and written acceptance by the County.

4.2 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

4.3 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

5.0 CONTRACT TERMS & CONDITIONS:

5.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

5.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a three (3) year period.

5.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least one-hundred and twenty (120) calendar days prior to the expiration of the original contract period.

5.4 ESCALATION:

Any requests for price adjustments must be submitted one-hundred and twenty (120) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

5.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

5.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

5.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

5.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules or benefits accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

5.11 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.12 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Professional Liability. The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

5.13 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

5.14 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

5.15 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

5.16 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

5.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.18 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

5.20 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

5.21 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.22 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

5.23 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.24 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

5.25 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.26 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.27 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

5.28 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

5.29 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

5.30 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

5.31 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

5.32 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

5.33 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

5.33.1 Cancel the Contract, if it is currently in effect.

5.33.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

5.33.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

5.34 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

5.35 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

JAMIS SOFTWARE CORPORATION, 6260 LOOKOUT ROAD, BOULDER, CO 80301
~~PORTERA GC, 8765 AERO DRIVE SUITE #300, SAN DIEGO, CA 92123~~
~~MAXWELL BUSINESS SYSTEMS INC, 9275 SKY PARK COURT, SAN DIEGO, CA 92123~~

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

C703502/B0604567

~~C703003~~

| ITEM DESCRIPTION | SOFTWARE NAME | HOURS | UNIT PRICE | EXT. PRICE |
|--|--|------------|------------------------------|--------------------------|
| ITEM DESCRIPTION 1.0 SOFTWARE PRODUCT: | <u>JAMIS E-TIMECARD</u> | <u>N/A</u> | <u>\$ 65 per employee</u> | <u>\$ 35,750</u> |
| ITEM DESCRIPTION 2.0 ASSESSMENT | <u>PRE-IMPLEMENTATION</u> | <u>40</u> | <u>\$175 per hour</u> | <u>\$ 7,000</u> |
| ITEM DESCRIPTION 3.0 SOFTWARE INSTALLATION | <u>ON-SITE INSTALLATION</u> | <u>40</u> | <u>\$175 per hour</u> | <u>\$ 7,000</u> |
| ITEM DESCRIPTION 4.0 TRAINING | <u>Training, Setup & Support</u> | <u>280</u> | <u>\$175 per hour</u> | <u>\$ 49,000</u> |
| ITEM DESCRIPTION 5.0 ANNUAL MAINTENANCE FEE | <u>18% of Software license per year</u> <u>\$52,125(3 YR)</u> | | | <u>\$17,375 per year</u> |
| ADDITIONAL PRICING (LIST): | | | | |
| ITEM DESCRIPTION 6.1 | <u>JAMIS e-timecard Web Interface</u> | | <u>\$ 13.00 per employee</u> | <u>\$ 7,150</u> |
| ITEM DESCRIPTION 6.2 | <u>JAMIS Labor Distribution</u> | | <u>\$ 21,450</u> | <u>\$21,450</u> |
| ITEM DESCRIPTION 6.3 | <u>JAMIS Job Cost</u> | | <u>\$ 32,175</u> | <u>\$ 32,175</u> |
| ITEM DESCRIPTION 6.4 | <u>COGNOS Imprompt. Administrator</u> | | <u>\$ 895 per copy</u> | <u>\$ 895</u> |

Terms: Net 90

Federal Tax ID Number: ~~33-0727678-94-3236116~~ **72-1528154**

Telephone Number: ~~(858)-576-3788 (858)-576-3727~~ **303/531-3176**

Fax Number: ~~(858)-565-6738~~ **303/303-4116**

Contact Person: ~~Scott Duncan Mike Meyers~~ **Lianne Walker**

E-Mail **lwalker@jamis.com**

Vendor Number: ~~330727678-943236116~~ **721528154**

Contract Period: To cover period ending through **JANUARY 31, 2003 2004 2005.**